

Memorandum of Understanding
between
Maryland State Department of Education, Division of Rehabilitation Services
(hereinafter called 'DORS')
2301 Argonne Drive
Baltimore Maryland, 21220-1696
and
(Grantee's Name)
Federal ID#: DUNS#:
Address
Phone
Attention: Contact name and email

DORS Grants Program Manager: Provides technical assistance regarding implementation of the Scope of Work. Tandra Hunter-Payne 410-554-9107; tandra.hunter-payne@maryland.gov.

DORS Grants Administrator: Forwards grant agreements and award to Grantee; receives and tracks invoices and reports. Berenda Riedl, DORS, 2301 Argonne Drive, Baltimore MD 21220; 410-554-9406; berenda.riedl@maryland.gov.

DORS Grants – Financial Oversight: Provides consultation and oversight of fiscal aspects of grants. Scott Dennis 410-554-9414 scott.dennis@maryland.gov.

I. Background: The GRANTEE NAME responded to a Request for Proposal and was awarded a grant under the Maryland State Department of Education, Division of Rehabilitation Services, Office for Blindness and Vision Services' Older Blind Grant: Title VII, Chapter 2 - Rehabilitation Act of 1973 as Amended by the Workforce Innovation Opportunity Act – Older Blind Program (29 U.S.C. §796j) and federal regulations listed in 34 C.F.R. Part 367, Independent Living Services for Older Individuals who are Blind from **February 15, 2018 to September 30, 2018** in an amount not to exceed \$55,000 (fifty-five thousand dollars) per year.

The goal of the grant is to provide comprehensive independent living services to older blind individuals who are 55 and older blind in the state of Maryland and may include such services as: initial evaluation, activities of daily living, assistive technology, communication skills and mobility trainings, community adjustment, adjustment made necessary by blindness or visual impairment, diabetes management and in-home safety; and as well as other individual services which may include transportation, reader and sighted guide, referral to DORS, referral to other agencies, peer or facilitated support group, community integration and/or other services.

II. Term of the MOU: **February 15, 2018 to September 30, 2018**

III. Scope of Work. The specific roles and responsibilities of the parties are delineated in the

Request for Proposal which is incorporated by reference and attached to the MOU as Attachment I. GRANTEE NAME roles and responsibilities described in their approved proposal (including an abstract, project activities and budget pages) is incorporated by reference and attached to this MOU as Attachment 2. Attachment 1 and 2 establish the complete scope of work for this approved project. Order of precedence: In the event of a dispute over the scope of work, the abstract and project activities, take precedence over the Request for Proposal.

All funding, including current funding is dependent upon DORS receipt of federal and state funds on an annual basis and GRANTEE's full compliance, including receipt of approved reports and invoices in a timely manner.

- IV. Recipient Assurances: The terms and conditions of the Recipient Assurances, signed as a condition of receiving funds under this grant award, are incorporated by reference, and attached to this MOU at Attachment 3. In the event of conflict between the terms of this MOU and the Recipient Assurances, the terms of the Recipient Assurances control.
- V. Separate Accounting: Grantee shall establish a separate account within the Grantee's accounting system for funds received under this agreement consistent with 34CFR Section 74 and 80 and the Assurances of this MOU.
- VI. Project Management. Grantee agrees to manage the project and establish controls, records of account; to undertake periodic evaluations; and to provide reports as required by DORS.
- VII. Reporting Requirements. Grantee shall submit written reports *within 15 calendar days of the end of the report period* to Berenda Riedl, Division of Rehabilitation Services, (hereinafter called DORS Grants Program Manager Administrator) according to the Grant Payments, Each report shall include accomplishments for (1) specific **period** and (2) a compilation of accomplishments for year to date, as follows:
 - A. Numbers of consumers served by service category
 - B. Numbers of consumers placed in employment
 - C. Types of services provided
 - D. Progress in achieving milestones/deliverables
 - E. Expenditures to date by budget category
 - F. Planning and activities related to sustainability of project
- VIII. Purchases. Grantee agrees to purchase all equipment and services costing more than \$5,000.00 on a competitive bid basis. Grantee will require at least three (3) vendors to bid on each good or service unless the good or service is of a nature which is unique or made/offered by a sole vendor. Supporting documentation shall be maintained on file if sole source is used.

All purchases of goods and services costing \$25,000.00 or more from one single vendor

must be reported, including vendor's name and address, services received and actual costs.

Written records shall be kept by Grantee which documents the competitive bid process. DORS shall hold title to all equipment purchased with grant funds as described in the final approved budget for a period of four (4) years from the date of receipt of the equipment and shall not be sold, transferred or disposed of in any manner.

IX. Conflict of Interest.

- A. Employment Relationship. Grantee, their employees, relatives or Board of Directors are not employees of DORS and who do not serve in an employer/employee relationship.
- B. Financial and Personal Benefits.
 - 1. Grantee, their employees, relatives or Board of Directors shall not arrange for or be compensated financially or receive benefits for personal gain from this grant.
 - 2. Grantee, their employees, relatives or Board of Directors may not be consumers of Grantee.
 - 3. As appropriate, Grantee, their employees, or relatives, or Board of Directors may seek services with another agency providing the same services.

X. Grant Payments.

- A. Schedule of Payments and Reports. Payments shall be made from invoices submitted by the Grantee, with the first invoice due on or after the project start date, 02/15/2018 to cover costs associated with the provision of grant services. The invoice and report schedule follows:

FY - 2018 Invoice and Reporting Schedule				
Invoice Submission Dates			Reporting Requirements	
Invoice Due After	Amount	Work Covered	Date Due	Report Covered
02/15/18	\$13,873.00	02/15/18 - 04/30/18	05/30/18	02/15/18 - 04/30/18
05/01/18	\$22,637.00	05/01/18 - 07/30/18	08/30/18	05/01/18 - 07/30/18
08/01/18	\$18,490.00	08/01/18 - 09/30/18	10/30/18	08/01/18 - 09/30/18
Total Award	\$55,000.00			

- B. Proper Invoice. Payment to Grantee shall only be made upon submission of a proper invoice to the DORS Grants Administrator (Berenda Riedl, 2301 Argonne Drive, Baltimore, MD 21218-1696). In order for an invoice to be considered proper, the following conditions must exist:

- 1. Full completion of the terms and conditions of the agreement must have been satisfied.
- 2. The invoice shall be provided on the Grantee's letterhead and include at a minimum a reference to the agreement or *Grant Award number* and a description of the agreement or grant, the full agreement value, the basis for

billing, the Federal Employer's Identification Number and the name and address of the proper invoice recipient.

3. Budget information must be included confirming expenditure of approximately 90% of funds previously provided by DORS in accordance with this agreement.

- XI. Agreement Modification. DORS, consistent with federal or state law or regulation may make changes within the general scope of this agreement, including but not limited to changes in the method or manner of performance of the work.
- XI. Modification. This agreement represents the entire understanding between the parties. None of the conditions or propositions of this agreement shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of an instrument in writing signed by all the signatures to this agreement. This agreement supersedes any and all understandings or agreements either oral or written, between DORS and Grantee.
- XII. Non-Discrimination in Employment. The Grantee agrees: a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; b) to include a provision similar to that contained in subsection (a) above, in any sub-agreement except a sub-agreement for standard commercial supplies or raw materials; and; c) to post and to cause sub-Grantees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause
- XIII. Indemnification. To the extent permitted by Maryland law and the extent of available appropriations, DORS shall indemnify and hold harmless the Grantee, its successors and assigns, from any loss, damage, expense or claim that occurs or arises out of the performance or non-performance of this Agreement that is caused solely from DORS activities hereunder. Notwithstanding anything to the contrary contained herein, however, nothing herein is to be deemed a waiver of any governmental immunity to which DORS may be entitled under Maryland law, or otherwise.

The DORS shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement. Grantee shall reimburse, indemnify, and hold DORS harmless for all loss to DORS arising from the negligence of the Grantee in the performance of this Agreement and for the loss to DORS resulting from the non-performance thereof.

- XV. Termination for Default. If the Grantee fails to fulfill obligations under this MOU properly and on time, or otherwise violates any provision of the MOU, the DORS may terminate the MOU by written notice to the Grantee. The notice shall specify the acts of

omission relied on as cause for termination. DORS shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the compensation payable to the Grantee, the Grantee shall remain liable after termination and DORS can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the *Assurances, as attached*.

- XVI. Termination for Convenience. The performance of work under this MOU may be terminated by the DORS in accordance with this clause in whole, or from time to time, in part, whenever DORS shall determine that such termination is in the best interest of the State of Maryland or the DORS. DORS shall pay all reasonable costs associated with this agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the MOU. However, the Grantee shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the *Assurances, as attached*.
- XVIII. Anti-Bribery. Vendors, Grantees and Consultants are required to be aware of State Finance and Procurement Art. §16-202 of the Annotated Code of Maryland which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts in the obtaining of an agreement from the State or any of its subdivisions, shall be subject to disqualification from entering into an agreement with the State, or any county or other subdivision of the State, for the supply of materials, supplies, equipment, or services by the person.
- XIX. Audit and Records. The Grantee shall maintain records and documents relating to the performance of the agreement and shall keep all such records and documents for three (3) years after the completion of the agreement, and shall make such records available for inspection and audit by authorized representatives of DORS and the State of Maryland
- XX. Dispute Clause. Disputes will be made in writing to the Grants Administrator within 30 days of when the grantee knew or should have known the basis of the dispute and shall contain an explanation of the dispute and facts upon which the dispute is based. The Grants Administrator shall forward to the Assistant Superintendent of Schools for Rehabilitation the dispute file, which shall include copies of all documents relevant to the dispute. The grantee may supplement the file with additional documents it deems relevant. The Assistant Superintendent may request additional information from either the Grants Administrator or the grantee. The dispute will be decided solely on the basis of the written record, unless the Assistant Superintendent decides to conduct fact-finding procedures or an oral hearing on the dispute. Any fact-finding or hearing shall be conducted using procedures that the Superintendent deems appropriate. Pending resolution of a dispute, the Grantee shall proceed diligently with the performance of the agreement in accordance with the procurement officer's decision. This dispute clause does not limit DORS ability to recover grant funds following an audit of the grant

consistent with federal law and the assurances.

XXI. Maryland Law.

The provisions of this agreement shall be governed by the laws of Maryland.

Signatures:

Grantee Name, Title, Organization

Date

Suzanne R. Page
Assistant State Superintendent
Division of Rehabilitation Services

Date

Kristy L. Michel
Deputy State Superintendent
Maryland State Department of Education

Date

Attachments:

Request for Proposal (RFP)
Proposal: Title VII, Chapter 2 – Older Blind
MSDE Assurances

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elliott L. Schoen
Assistant Attorney General, Maryland Office of the Attorney General
Maryland State Department of Education

Date